Kelso, 43 Ind. App. 115, 86 N. E. 1001; *Zimmerman* v. *Whiteley,* 134 Mich. 39, 95 N. W. 989. *Kelso* v. *Kelso* draws a distinction between lack of justification and malice. Said HADLEY, J., in that case: "In an action against a parent for the alienation of a husband's affections, an instruction that the law presumes that the acts, persuasions and influences of a parent relating to a child were made in good faith and with sufficient cause, but if it be shown that such acts were without good cause or legal ground, the parent would be liable, was erroneous, the mental attitude, design or intention being wholly eliminated. While the absence of good cause or legal ground might warrant the jury in finding malice, it would not necessarily compel them so to find." At a cursory glance the approved instruction may seem to contradict the distinction between malice and lack of justification made in *Kelso* v. *Kelso.* It will be noted however, that the instruction merely states that lack of justification must be proved before a plaintiff can have judgment and does not state that that in itself is sufficient. It is clearly the intention of the court from the first sentence of the instruction, not to allow a judgment for plaintiff if less than malice be proved.

HUSBAND AND WIFE—LIABILITY OF HUSBAND WHERE CREDIT IS EXTENDED TO WIFE.—Plaintiff, a mercantile corporation, sued defendants, who are husband and wife and living together, to recover the value of goods contracted for by the wife, charged to her, and used for furnishing and maintaining the home. The lower court rendered a verdict against defendant wife and in favor of defendant husband. The plaintiffs appealed from the judgment in favor of defendant husband. The court, after pointing out that the charging of goods to the wife does not prevent a showing that credit was really given to the husband, *held* that the contracts in issue, being written and express and made with defendant wife, are sufficient evidence to establish that credit was given to her alone. The remaining question: Can the husband be held for goods sold on the wife's credit? is answered negatively and the decision of the lower court affirmed. *H. Leonard & Sons* v. *Stowe et al.* (Mich. 1911) 18 Det. Leg. News, 541.

As a consequence of the inability of a feme covert to contract, the point in question never arose at common law, but with the enactment of statutes giving to a wife substantial equality with her husband in the making of contracts, cases involving the point have arisen. To date seven jurisdictions have expressed themselves and the rule followed in the Michigan case is the one adopted by five of them. *Pearson* v. *Darrington,* 32 Ala. 227; *Taylor* v. *Shelton,* 30 Conn. 122; *Mitchell* v. *Treanor,* 11 Ga. 324; *Byrnes* v. *Rayner,* 84 Hun 199, 32 N. Y. Supp. 542; *Johnson* v. *Briscoe,* 104 Mo. App. 493, 79 S. W. 498. Two jurisdictions maintain the opposite view. *Warrington* v. *Anable,* 84 Ill. App. 593; *Edminston* v. *Smith,* 13 Idaho 645, 92 Pac. 842. Of these the former, which is the decision of an inferior court and is but meagerly reported, confuses the two situations, "giving credit to" and "charging to." Had SHEPHERD, J., in this case used "giving credit to" in the sense in which the cases cited previously have used it this case would undoubtedly have been in line with those cases. The remaining case however, seems to be clearly against the weight of

authority. Said AILSHIE, J., in deciding it: "The wife is entitled to these necessaries at her husband's expense but if he neglects to furnish them and she is not able to secure them on his credit and could do so on the faith of her own promise to pay the bill, she is certainly entitled to secure them in that manner." The reasoning in *Byrnes* v. *Rayner,* 84 Hun 199, 32 N. Y. Supp. 542, is typical of those cases which deny a judgment against the husband. The case arose under LAWS OF NEW YORK OF 1884, c. 381, giving married women capacity to contract and the court say: "When, therefore, she avails herself of the powers and privileges conferred by that statute by making an express contract in her own name, even for her necessaries, she would no longer be deemed to be acting as the agent of her husband in providing such support, nor would there be any implied agreement on his part, such as existed at common law, to pay for such necessaries."

INJUNCTION—CALLING OF AN ELECTION.—A petition under the initiative and referendum law was filed asking that two proposed ordinances providing for the granting of a franchise for a street railway and for the leasing of the electric light plant be submitted to a vote of the people if not passed by the commissioners. A taxpayer brought an action to enjoin the holding of the election on the ground that the city had no power to lease the plant and that there were irregularities in the petition and ordinances making the latter void. *Held,* the court will not enjoin the calling and holding of an election. *Duggan* v. *City of Emporia* (Kan. 1911) 114 Pac. 235.

Equity has no jurisdiction to enjoin the holding of an election legally and properly called. *Sherlock* v. *Dist. Court,* 39 Colo. 41, 88 Pac. 396; *Harris* v. *Schryock,* 82 Ill. 119. Nor will the court ordinarily issue an injunction to prevent the holding of an illegal election. *Fesler* v. *Brayton,* 145 Ind. 71; *Weber* v. *Timlin,* 37 Minn. 274. Elections belong to the political branch of the government and are beyond the control of the judicial power. *Guebelle* v. *Epley,* 1 Colo. App. 199; and where the election is one in which a public officer is involved the legality of the election is a question for the court in quo warranto. *People* v. *Galesburg,* 48 Ill. 485. It seems, however, that under some circumstances an injunction will issue to restrain the holding of an election. Where there is some threatened irreparable damage to the person or to the property of those seeking the remedy, an injunction will issue, *Jones* v. *Black,* 48 Ala. 540; *Murfreesboro R. Co.* v. *Hertford Co.,* 108 N. C. 56. And where the election is not one in which a public officer is involved and the election would be void, causing unnecessary and improper expense, a tax payer or other person who will be injured thereby is entitled to an injunction. *Macon* v. *Hughes,* 110 Ga. 795; *Solomon* v. *Fleming,* 34 Neb. 40. It has also been held that an election may be restrained if it is in violation of the constitution and the laws. *Conner* v. *Gray,* 88 Miss. 489; Contra, *Holmes* v. *Oldham,* 1 Hughes (U. S.) 76; *Fesler* v. *Brayton, supra.* In Louisiana it was decided that an injunction will not issue to restrain the holding of an election to decide whether a tax shall be levied for the use of the railway company on the ground that the act under which the election was held was unconstitutional. *Roudanez* v. *New Orleans,* 29 La. Ann. 271. But in